

**Contract Between the
Town of Hanson and
Allen P. Hoyt
Fire Chief**

Agreement entered into this _____ day of June 2005 by and between the Town of Hanson (the "Town") acting through its Board of Selectmen and Allen P. Hoyt ("Hoyt") the Fire Chief (the "Chief").

Now therefore, the Town and the Chief hereby agree that the following terms and conditions shall govern the salary and fringe benefits to which Hoyt shall be entitled as Chief of the Hanson Fire Department.

1. This contract shall be effective July 1, 2005 through June 30, 2008.
2. This Agreement is made pursuant to the provisions of General Law Chapter 41, Section 108 O.
3. The Chief shall be granted unlimited sick leave. However, in the event such leave substantially interferes with his duties and responsibilities, the Board of Selectmen shall be entitled to exercise all of its rights under Section 4 of this Agreement.
4. The Selectmen may require the Chief to submit a physician's certificate of illness or injury, at the expense of the Town, after five (5) consecutive working days of absence. Any line of duty illness or injury would be subject to the provisions of G.L.c.41, §§100 and 111F.
5. The Chief will be granted four (4) weeks vacation. Vacation year runs from July 1 to June 30. The vacations must be taken in the year earned unless advance approval is granted by the Board of Selectmen to carry over vacation to the following fiscal year. The Chief shall be entitled to carry over up to ten (10) vacation days per fiscal year provided that such vacation carry over will not be carried over into any then subsequent

fiscal year. The Town agrees to buy back up to five (5) accumulated vacation days per fiscal year upon the Chief's written notice to the Board of Selectmen prior to April 1 of each year.

6. Paid holidays shall be as follows:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Veteran's Day
Patriots Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

7. The Chief will be granted three (3) days off, without loss of pay, in the event of a death in the Chief's immediate family.

8. The Chief shall be granted two (2) days per year for personal matters without loss of pay, with the prior approval of the Board of Selectmen.

9. The Town agrees to support and fund certain "out of state" travel and lodging, and miscellaneous meals and expenses, for the purpose of the Fire Chief's attendance at certain regional and national Fire Service Conferences. Attendance, funding and time off will be determined by mutual agreement of the Board of Selectmen and the Chief, subject to funding.

10. The Town agrees to incidental costs and dues for membership in fire service organizations subject to prior approval by the Board of Selectmen and subject to funding.

11. The Town agrees that in time of unusually heavy workload, such as winter storms, other weather events, high forest fire danger and incidents, multiple or prolonged structural fires, or other job related situations which require the Chief to work in excess of the normal work week, time off from normal working hours will be allowed with

approval of the Board of Selectmen in the best interest of the Chief's health, effectiveness, safety, and efficiency, and the operation of the Hanson Fire Department.

12. The Town agrees to encourage and support the Chief in his efforts concerning community service and, in particular, his work on the Town Website, community television and public fire safety education and other such programs. None of these activities will be allowed to interfere with the Chief's duties as the Fire Chief.

13. The Town agrees to support and fund certain Executive level officer courses and other educational opportunities, for the Chief, as the Board of Selectmen and the Chief mutually agree subject to the availability of funds. No loss of wages will occur for time spent by the Fire Chief while participating in any approved educational functions.

14. The Chief will perform all of the statutory duties of a fire chief and perform those duties as described in the attached job description subject to modification as appropriate by the Board of Selectmen.

15. The Board of Selectmen (the "Board") and the Chief will meet annually to set goals and objectives and thereafter meet monthly during the term of this Agreement to evaluate and monitor the achievement of those goals and objectives. The Board will provide the Chief with an annual written or oral evaluation of his job performance, which may occur more frequently if the Board deems it appropriate.

16. The Chief will be authorized to use the Chief's vehicle for business purposes only to include home to work transportation. All vehicle expenses will be paid by the Town.

17. The Town will provide the Chief with an initial uniform issue.

18. Compensation for the first year of the contract will be \$77,638 to be paid at the same intervals as that of other Town employees. All applicable deductions will be made.

Holiday pay will be in addition to the compensation included herein. The salary increase for subsequent years will be negotiated annually based upon satisfactory job performance as determined by the Board of Selectmen.

19. RENEWAL OF AGREEMENT:

a. This Agreement shall be terminated at the end of the agreed term of three (3) years unless it is extended for an additional term of a year or years by mutual written agreement of the parties. The Board shall give the Chief written notice of at least sixty (60) days prior to the end of the term as to whether it desires to renew this Agreement. In the event the Chief is not interested in a renewal of the Agreement, he shall give the Board written notice of such fact at least sixty (60) days prior to the end of the term.

b. This contract incorporates by reference G.L.c.48, §42 which allows termination of the Chiefs employment at any time during the term of the Agreement for cause after a hearing.

20. No change or modification of this Agreement shall be valid unless it shall be in writing and signed by both parties.

21. This contract shall continue in full force and effect from its expiration date until a new contract has been mutually agreed upon or until one of the parties has notified the other of its intent NOT to renew the contract. This provision acts as a bridge between negotiated contracts and does not apply in the event of the exercise of any of the termination provisions of Section 19.

22. The Town shall defend, save harmless and indemnify the Chief against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of his

duties as Fire Chief, even if said claim has been made following his termination from employment, provided that the Chief acted within the scope of his duties. The Town shall pay the amount of any settlement or judgment rendered thereon provided that such settlement or judgment shall not have been found to be caused by a dishonest, fraudulent, criminal or malicious act or omission committed by or at the direction of the Chief. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Chief.

The Town shall reimburse the Chief for any reasonable attorneys' fees and costs incurred by the Chief in connection with such claims or suits involving the Chief in his professional capacity while acting within the scope of his employment. Outside counsel may be employed only after consultation and approval by the Board of Selectmen.

This section shall survive the termination of this Agreement.

23. All provisions of law of the Commonwealth of Massachusetts relating to retirement benefits and health insurance shall apply to the Chief as they generally apply to other employees of the Town.

24. This Agreement shall prevail over any personnel provisions of the Town By-Laws.

25. The Town shall not at any time during the term of the Agreement reduce the salary, compensation or other benefits of the Chief, except to the degree that such a reduction is across the board for all other employees of the Town.

26. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

I. Town

Chairman of Board of Selectmen
Hanson Town Hall
542 Liberty Street
Hanson, MA 02341

II. Fire Chief:

Allen P. Hoyt
208 Clark Road
Plymouth, MA 02360

Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

27. GENERAL PROVISIONS:

- a. The text herein shall constitute the entire Agreement between the parties.
- b. If any provisions, or any portion thereof contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- c. For the purpose of the Fair Labor Standards Act, the Fire Chief shall be an “exempt employee.”

IN WITNESS WHEREOF, the Town of Hanson, Massachusetts, has caused this Agreement to be signed and executed in its behalf by its Board of Selectmen and duly attested by its Town Clerk, and the Fire Chief has signed and executed this Agreement, both in duplicate.

TOWN OF HANSON
Acting by and through
its Board of Selectmen

FIRE CHIEF

